

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

Latoya D. Stringer
Debtor.

Beverly Bus Garage Federal Credit Union
Plaintiff,

v.

Latoya D. Stringer,
Defendant.

Chapter 13
Case No. 17-24815
Judge Cox

Adv. No.

COMPLAINT TO DETERMINE THE DISCHARGEABILITY OF DEBT

Beverly Bus Garage Federal Credit Union, the “Credit Union,” by and through its attorneys, Kerry Trunkett and Caroline Hasten of Trunkett & Trunkett, P.C., for its Complaint against Latoya D. Stringer, herein the “Defendant,” pursuant to 11 U.S.C. §523(a)(2)(A) of the United States Bankruptcy Code, states as follows:

JURISDICTION

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C §1334 and Local General Rule 2.33(a) of the United States District Court for the Northern District of Illinois.
2. This is a core proceeding brought pursuant to 28 U.S.C. § 157(b)(2)(I) and (J) and brought as an adversary proceeding under Federal Rule of Bankruptcy Procedure 7001.
3. This is a claim for relief brought pursuant to 11 U.S.C. §523(a)(2)(A) and §523(a)(6).

BACKGROUND ALLEGATIONS

4. On August 18, 2017, the Defendant voluntarily filed for relief under Chapter 13 of the United States Bankruptcy Code.

5. On March 18, 2013, the Defendant applied for and received a loan from the Credit Union for the purpose of purchasing a 2011 Kia Sorrento VIN 5XYKTD A26BG145841 (the “Vehicle”) from a dealership. Attached hereto as Exhibit A is a true and correct copy of the application.

6. The Credit Union and the Defendant entered into the Vehicle Loan agreement, whereby the Defendant pledged as security for the Vehicle Loan, the 2011 Kia Sorrento. Attached hereto as Exhibit B is a true and correct copy of the Vehicle Loan Agreement.

7. On March 18, 2013, the Credit Union issued a draft to the dealership for the Vehicle in the amount of \$21,741.30.

8. The Defendant was to turn over the title to the Credit Union.

9. The Credit Union never received the title to the Vehicle.

10. On January 9, 2017, the Defendant applied for and received a loan from the Credit Union for the purpose of refinancing the Vehicle Loan. Attached hereto as Exhibit C is a true and correct copy of the application. Attached hereto as Exhibit D is a true and correct copy of the Refinanced Vehicle Loan Agreement.

11. The Defendant, again, pledged as security for the Vehicle Loan and the refinanced loan, the Vehicle.

12. Upon information and belief, when the Defendant received the clean title after using the loan proceeds to pay off the first lienholder, the Defendant used the title to obtain another loan secured by the Vehicle.

13. According to the Secretary of State website, original title for the Vehicle was issued on December 15, 2014 to USAA Federal Savings Bank. Attached hereto as Exhibit E is the Secretary of State's title and registration status inquiry result.

14. According to the Debtor's plan, Consumer Portfolio Servicing is the lienholder on the Vehicle.

15. The Defendant currently remains indebted to the Credit Union the amount of \$11,728.40.

16. The current value of the vehicle pursuant to the NADA report is \$10,925.00. Attached hereto as Exhibit F is a true and correct copy of the NADA report.

COUNT I
(U.S.C. § 523(a)(2)(A))
The Defendant Refinanced the Vehicle Loan Through Actual Fraud

17. The Credit Union incorporates paragraphs 1 – 16 as paragraph 17.

18. The Defendant pledged the Vehicle as collateral for the loan but never provided the Credit Union with the title.

19. The Defendant knew she did not have the Vehicle's title to pledge as security for the Vehicle Loan when she applied to refinance the Vehicle Loan on January 9, 2017.

20. The Defendant falsely promised to provide the Credit Union with the title to the Vehicle.

21. The Defendant did not intend to provide the Credit Union with collateral to refinance the Vehicle Loan.

22. The Credit Union relied on the Defendant's false statements that she would give the Credit Union a security interest in the Vehicle when the Credit Union provided her the refinanced Vehicle Loan.

23. The Defendant intends to pay the Credit Union for the Vehicle Loan as an unsecured debtor.

WHEREFORE, Beverly Bus Garage Federal Credit Union respectfully requests that this Court find the debt owed to the Credit Union non-dischargeable and enter judgment in the amount of \$11,728.40 plus costs and fees pursuant to 11 U.S.C. §523(a)(2)(A) against Latoya D. Stringer and for further relief as this Court deems just.

COUNT II
(U.S.C. § 523(a)(6))

Willful and Malicious Injury by the Defendant to the Property of the Credit Union

24. The Credit Union incorporates paragraphs 1 – 23 as paragraph 24.

25. The refinanced vehicle loan agreement provided that the Defendant promised to pledge as security for the loan, the title to the Vehicle.

26. The Defendant did not turn over the title to the Credit Union.

27. The Defendant pledged the title of the Vehicle as collateral for another loan.

28. When the Defendant applied to refinance the vehicle loan, she knew that another creditor held title to the Vehicle.

29. Instead of a secured loan to be paid in full under a Chapter 13 plan, the Credit Union will be paid 10% of the loan balance.

30. The Defendant improperly and deliberately used the rightful property of the Credit Union to obtain another loan.

WHEREFORE, Beverly Bus Garage Federal Credit Union respectfully requests that this Court find the debt owed to the Credit Union non-dischargeable and enter judgment in the

amount of \$11,728.40 plus costs and fees pursuant to 11 U.S.C. §523(a)(6) against Latoya D.

Stringer and for further relief as this Court deems just.

Respectfully submitted,

Beverly Bus Garage Federal Credit Union

By: Caroline Hasten
Caroline Hasten, One of its Attorneys

TRUNKETT & TRUNKETT, P.C.
20 N. Wacker Drive, Suite 1434
Chicago, IL 60614
312.324.3101
Kerry Trunkett: 6188221
Caroline Hasten: 6316656

EXHIBIT A

LP 590.71

L 485.52

11,380.08

35,442.89

CREDIT APPLICATION

IMPORTANT APPLICANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

TYPE OF CREDIT REQUESTED

IMPORTANT: Check (✓) the appropriate boxes below and complete the applicable sections.

- ☐ SECURED ☒ INDIVIDUAL CREDIT - relying solely on my income or assets
☐ UNSECURED ☐ INDIVIDUAL CREDIT - relying on my income or assets as well as income or assets from other sources
☐ JOINT CREDIT - We intend to apply for joint credit. (initials)

DATE 3-18-13 FOR CREDITOR USEACCOUNT NO. 47302 CLASS NO. _____APPROVED ☒ BY [Signature]DECLINED ☐ BY _____AMOUNT REQUESTED 21,849.29 FOR HOW LONG _____ PAYMENT DATE DESIRED _____ WANT TO REPAY ☒ MONTHLY ☐ _____ PROCEEDS OF LOAN TO BE USED FOR: Car loan

SECTION A - INDIVIDUAL APPLICANT INFORMATION

NAME (Last, First, Middle) Stranger Latoya D
BIRTHDATE _____ TELEPHONE NO. _____ DRIVER'S LICENSE NO. _____ NO. DEPENDENTS 2 AGES OF DEPENDENTS 12/13ADDRESS (Street, City, State & Zip) 135 Grace St Stape, IL 60475 COUNTY will Do you ☐ own or ☒ rent? 3yrs HOW LONGPREVIOUS ADDRESS (Street, City, State & Zip) (Complete if less than 3 years at present address) _____ COUNTY _____ Did you ☐ own or ☐ rent? _____ HOW LONGEMPLOYER (Company Name & Address) Chicago Transit Auth. EMPLOYER DIVISION/BRANCH Howard HOW LONG _____BUSINESS PHONE _____ Ext. _____ POSITION OR TITLE Switchman HOW OFTEN PAID bi-weekly GROSS INCOME PER PAY PERIOD \$ 2160.00

PREVIOUS EMPLOYER (Company Name & Address) _____ HOW LONG _____

NAME & ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU _____ RELATIONSHIP _____

Alimony, child support, separate maintenance received under: ☐ Court Order ☐ Written Agreement ☐ Oral Understanding

SOURCES OF OTHER INCOME _____ AMOUNT PER MONTH \$ _____

Is any income listed in this Section likely to be reduced before the credit request is paid off? ☐ No ☐ Yes (Explain) _____ Have you previously received credit from us? ☐ No ☐ Yes - When? _____

SECTION B - JOINT APPLICANT OR OTHER PARTY INFORMATION

Complete only if: for joint credit, for individual credit relying on income or assets from other sources, or applicant is married and resides in a community property state.

NAME (Last, First, Middle) _____

BIRTHDATE / / TELEPHONE NO. _____ DRIVER'S LICENSE NO. _____ SOCIAL SECURITY NO. _____ NO. DEPENDENTS _____ AGES OF DEPENDENTS _____

RELATIONSHIP TO APPLICANT (If Any) _____ PRESENT ADDRESS (Street, City, State & Zip) _____ HOW LONG _____

EMPLOYER (Company Name & Address) _____ EMPLOYER DIVISION/BRANCH _____ HOW LONG _____

BUSINESS PHONE _____ Ext. _____ POSITION OR TITLE _____ HOW OFTEN PAID _____ GROSS INCOME PER PAY PERIOD \$ _____

PREVIOUS EMPLOYER (Company Name & Address) _____ HOW LONG _____

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Alimony, child support, separate maintenance received under: ☐ Court Order ☐ Written Agreement ☐ Oral Understanding

SOURCES OF OTHER INCOME _____ AMOUNT PER MONTH \$ _____

Is any income listed in this Section likely to be reduced before the credit requested is paid off? ☐ No ☐ Yes (Explain) _____ Has Joint Applicant or Other Party ever received credit from us? ☐ No ☐ Yes - When? _____

SECTION C - MARITAL STATUS

Complete only if: for joint or secured credit, or applicant resides in a community property state or is relying on property located in such a state as a basis for repayment of the credit requested.

APPLICANT ☐ Married ☐ Separated ☐ Unmarried (including single, divorced, and widowed)
OTHER PARTY ☐ Married ☐ Separated ☐ Unmarried (including single, divorced, and widowed)

SECTION D - ASSET & DEBT INFORMATION

Check box for applicant or other.

ASSETS OWNED (Use separate sheet if necessary.)	APPLICANT		NAME IN WHICH THE ACCOUNT IS CARRIED	SUBJECT TO DEBT?	VALUE
		OTHER			
DESCRIPTION OF ASSETS					
SHARE DRAFT OR ACCOUNT NUMBER(S) (where)					\$
SHARE OR SAVINGS ACCOUNT NUMBER(S) (where)					
SHARE CERTIFICATE(S) OR CERTIFICATE OF DEPOSIT(S) (where)					
MARKETABLE SECURITIES (issuer, type, no. of shares)					
REAL ESTATE (location, date acquired)					
LIFE INSURANCE (issuer, face value)					
AUTOMOBILES (make, model, year)					
OTHER (list)					
TOTAL ASSETS					\$

OUTSTANDING DEBTS (Include charge accounts, installment contracts, credit cards, car loans, mortgages, and other debts. Use separate sheet if necessary.)

CREDITOR	APPLICANT		ACCOUNT NUMBER	NAME IN WHICH THE LOAN WAS MADE	ORIGINAL AMOUNT	PRESENT BALANCE	MONTHLY PAYMENTS
		OTHER					
LANDLORD OR MORTGAGE HOLDER			<input checked="" type="checkbox"/> Rent Payment <input type="checkbox"/> Mortgage		(OMIT RENT) \$	(OMIT RENT) \$	\$ 875
CURRENT RATE: _____ %							
SECOND MORTGAGE/HOME EQUITY							
CURRENT RATE: _____ %							
AUTOMOBILE LENDER (describe) Vehicle:							
TOTAL DEBTS						\$	\$ 875

Complete the following information about both the Applicant and Joint Applicant or Other Person (if applicable):

Are you obligated to make Alimony, Support or Maintenance Payments? ☒ No ☐ Yes
If yes, to (Name & Address) _____ Amt. per month \$ _____
Are you a co-maker, endorser, or guarantor on any loan or contract? ☒ No ☐ Yes If yes, for whom? _____ To whom? _____
Are there any unsatisfied judgments against you? ☒ No ☐ Yes If yes, to whom owed? _____ Amount \$ _____
Have you been declared bankrupt in the last 10 years? ☐ No ☐ Yes If yes, where? _____ Year? _____

SECTION E - SECURED CREDIT Complete only if credit is to be secured. Briefly describe the property to be given as security:

PROPERTY DESCRIPTION _____
NAMES & ADDRESSES OF ALL CO-OWNERS OF THE PROPERTY _____
IF THE SECURITY IS REAL ESTATE, GIVE THE FULL NAME OF YOUR SPOUSE (if any). _____

SIGNATURES I certify that everything I have stated in this application and on any attachments is correct. Lender may keep this application whether or not it is approved. By signing below I authorize Lender to check my credit and employment history and to answer questions others may ask Lender about my credit record with Lender. I understand that I must update credit information at Lender's request if my financial condition changes.

[Signature] Date *3-18-13* Other Signatures (Where Applicable) _____ Date _____
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**BEVERLY BUS GARAGE
FEDERAL CREDIT UNION**
1702 E. 103rd Street
Chicago, IL 60617

LOANLINER

**LOAN AND SECURITY AGREEMENTS
AND DISCLOSURE STATEMENT**

<input type="checkbox"/> Fixed Rate	<input type="checkbox"/> Variable Rate	Loan Date 11/13	Loan Number	Account Number
Borrower 1 Name and Address STRINGER 133 GRACE STREET STEEGER IL 60475-0002		Borrower 2 Name (and address if different from Borrower 1)		

TRUTH IN LENDING DISCLOSURE 'e' means an estimate

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit is
%	\$	\$	\$	\$
Filing Fees	Non-Filing Insurance			
\$	\$			\$
Variable Rate:				

Prepayment: If you pay off early you will not have to pay a penalty. **Required Deposit:** The Annual Percentage Rate does not take into account your required deposit, if any.
Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from us, you will pay \$

Late Charge:					
Your Payment Schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due		
	60	590.71	MONTHLY	BEGINNING	4/01/13

Security: Collateral securing other loans with the credit union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the credit union; and the property described below:

Collateral	Property/Model/Make	Year	ID Number	Type/Lien Amount	Value	Key Number
404 Sorento KID	SORENTO	2011	5A9TDA26B0145841			

Other (Describe): 4, 348.00 4732
Pledge of Shares \$ in Account Number \$ in Account Number

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, AND ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE.

ITEMIZATION OF THE AMOUNT FINANCED				IF AN AMOUNT IS MARKED WITH AN ASTERISK (*), WE WILL BE RETAINING A PORTION OF THE AMOUNT.	
Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge		
\$	\$	\$	\$		
Amount Paid to Others on Your Behalf	To	To	To		
\$	To	\$	To		

LOAN AGREEMENT continued on reverse side ☐ **CONSUMERS' CLAIMS AND DEFENSES NOTICE — IF CHECKED, SEE REVERSE SIDE FOR NOTICE**

- 1. Promise to Pay:** You promise to pay \$ 18,000 to the credit union plus interest on the unpaid balance until what you owe has been repaid. For fixed rate loans the interest rate is % per year. For variable rate loans, the interest rate will vary in accordance with the terms of the variable rate explained in the Truth in Lending Disclosure. The initial interest rate is % per year.
- 2. These Agreements are governed by the laws of**
- 3. Collection Costs:** You promise to pay all costs of collecting the amount you owe under this Agreement. These costs will include reasonable attorney fees, court costs and/or collection agency fees and all other costs permitted under state law and regulation.

SIGNATURES FOR LOAN AND SECURITY AGREEMENTS

VERMONT NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

NOTICE TO UTAH BORROWERS: This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

By signing as Borrower, you agree to the terms of the Loan Agreement. If property is described in the "Security" section of the Truth in Lending Disclosure, you also agree to the terms of the Security Agreement on the reverse side. If you sign as "Owner of Property" you agree only to the terms of the Security Agreement. **CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.**

<input checked="" type="checkbox"/>	(SEAL)	3/18/13
BORROWER 1		DATE
<input checked="" type="checkbox"/>	(SEAL)	3/18/13
OWNER OF PROPERTY		DATE

<input checked="" type="checkbox"/>	(SEAL)	3/18/13
BORROWER 2		DATE
<input checked="" type="checkbox"/>	(SEAL)	3/18/13
LOAN OFFICER		DATE

below and sign your name and date on the bottom line. Your signature below means you agree that:
insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your agent or broker in writing. Your signature below means you agree that:

- writing. Your signature below means you agree that:
- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.
 - You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.
 - You are insured only for Advances actually received by You. You are not insured for any unused credit which may be available to You.
- IF ENROLLING FOR CREDIT LIFE INSURANCE, PLEASE ANSWER QUESTION #1.**
 You are not eligible for credit life insurance if You answer "Yes" to Question #1.
- IF ENROLLING FOR CREDIT DISABILITY INSURANCE, PLEASE ANSWER QUESTIONS #1, #2 AND #3.**
 You are not eligible for credit disability insurance if You answer "Yes"

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	PREMIUM SCHEDULE
SINGLE CREDIT DISABILITY			\$

SINGLE CREDIT LIFE

JOINT CREDIT LIFE

JOINT CREDIT LIFE
Under "Exclusions and Restrictions," the Pre-Existing Conditions and Suicide Clause for Credit Life are waived.

2. Have you in the past three (3) years been treated by a competent authority for treatment for alcohol or drug use; back disorder; mental or nervous disorder?
Member ☐ Yes ☒ No

3. Are you working for wages or profit for 25 hours a week or more? If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.

NOTE: THE LIFE AND DISABILITY INSURANCE CONTAINS CERTAIN BENEFIT EXCLUSIONS, INCLUDING A PRE-EXISTING CONDITION EXCLUSION. PLEASE REFER TO YOUR CERTIFICATE FOR DETAILS.

#1, #2 AND #3. You are not eligible for credit disability insurance if you answer "yes" to either of the following questions.				COVERED MEMBER (Please Print)	
YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	PREMIUM SCHEDULE		
SINGLE CREDIT DISABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 485.58		
SINGLE CREDIT LIFE	<input type="checkbox"/>	<input type="checkbox"/>	\$		
JOINT CREDIT LIFE	<input type="checkbox"/>	<input type="checkbox"/>	\$		

If you are totally disabled for more than <u>30</u> days, then the disability benefit will begin with the <u>1st</u> day of disability.			
GROUP POLICY NUMBER	RATE OF INTEREST USED ON THIS LOAN	INSURANCE MAXIMUMS	DISABILITY LIFE
012-0274-2		MAXIMUM MONTHLY TOTAL DISABILITY BENEFIT	\$ 600 N/A
DATE OF ISSUE OF THIS CERTIFICATE	MEMBER'S DATE OF BIRTH	MAXIMUM INSURABLE BALANCE PER LOAN ACCOUNT	\$30,000 \$30,000
		MAXIMUM AGE FOR INSURANCE	66 70
JOINT INSURED'S DATE OF BIRTH		SECONDARY BENEFICIARY (if you desire to name one)	

SIGNATURE OF MEMBER (Be sure to check one of the boxes above.)
APP. 836-0597HQ IL-1

DATE _____

SIGNATURE OF JOINT INSURED (CO-BORROWER)

DATE _____

CREDIT UNION COPY

NX05A

anyone is in default under any account agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent or unable to pay your bills and loans as they become due, or if you make any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.

8. ACTIONS AFTER DEFAULT — When you are in default, we may demand immediate payment of the entire unpaid balance under this Agreement. You waive any right you have to receive demand for payment, notice of intent to demand immediate payment and notice of demand for immediate payment. If we demand immediate payment, you will continue to pay interest at the rate provided for in this Agreement, until what you owe has been repaid. We will also apply against what you owe any shares and/or deposits given as security under this Agreement. We may also exercise any other rights given by law when you are in default.

9. EACH PERSON RESPONSIBLE — Each person who signs this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against all of you together.

10. LATE CHARGE — If you are late in making a payment, you promise to pay the late charge shown in the Truth in Lending Disclosure. If no late charge is shown, you will not be charged one.

11. DELAY IN ENFORCING RIGHTS — We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives.

12. CONTINUED EFFECTIVENESS — If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

13. NOTICES — Notices will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all.

14. USE OF ACCOUNT — You promise to use your account for consumer (personal, family or household) purposes, unless the credit union gives you written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.

15. NO ORAL AGREEMENTS — THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS REVISED STATUTES AND

in this Loan Agreement ("Agreement"), which begins on the reverse side, all references to "Credit Union," "we," "our," or "us," mean the Credit Union whose name appears on this document and anyone in whom the Credit Union assigns or transfers this Agreement. All references to "you," or "your," mean each person who signs this Agreement as a borrower.

4. PAYMENTS — You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. If this is a variable rate loan, the Truth in Lending Disclosure section tells you whether, if the interest rate increases, you will have to make more payments, higher payments, or if the final payment will be a balloon payment. You may prepay any amount without penalty. If you prepay any part of what you owe, you are still required to make the regularly scheduled payments, unless we have agreed to a change in the payment schedule. Because this is a simple interest loan, if you do not make payments exactly as scheduled, your final payment may be more or less than the amount of the final payment that is disclosed. If you elect credit insurance, we will either include the premium in your payments or extend the term of your loan, if the term is extended, you will be required to make additional payments of the scheduled amount, until what you owe has been paid. You promise to make all payments to the place we choose. If this loan refinances another loan we have with you, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner we choose.

5. LOAN PROCEEDS BY MAIL — If the proceeds of this loan are mailed to you, interest on this loan begins on the date the loan proceeds are mailed to you.

6. SECURITY FOR LOAN — This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans you have with us also secures this loan. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. **For all borrowings:** You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the credit union now and in the future. The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. The statutory lien and your pledge do not apply to any individual Retirement Account or any other

LOAN AGREEMENT

LOANLINER

Application

COIN

L 7 - 6,528.40
 L 6 7,502.98
 14,031.38

Individual Credit: You must complete the **Applicant** section about yourself and the **Other** section about your spouse if:

1. you live in or the property pledged as collateral is located in a community property state (AK, AZ, CA, ID, LA, NM, NV, TX, WA, WI),
2. your spouse will use the account, or
3. you are relying on your spouse's income as a basis for repayment. If you are relying on income from alimony, child support, or separate maintenance, complete the **Other** section to the extent possible about the person on whose payments you are relying.

Joint Credit: Each Applicant must individually complete the appropriate section below. If Co-Borrower is spouse of the Applicant, mark the Co-Applicant box.**Guarantor:** Complete the **Other** section if you are a guarantor on an account/loan.

Check below to indicate the type of account(s) and type of credit for which you are applying. Married Applicants may apply for a separate account.

☐ **LOANLINER* Account/Loan:** ☒ Individual ☐ Joint Amount Requested \$14,031.38 Purpose/Collateral: RE-FI
 (Including ATM/Debit Card Access to the Account if Available)

Repayment: ☒ Payroll Deduction ☐ Cash ☐ Military Allotment ☒ Automatic Payment

SEE CYNTHIA

Applicant

NAME (Last - First - Initial)

Steiner Latoya D

ACCOUNT NUMBER

SOCIAL SECURITY NUMBER

DRIVER'S LICENSE NUMBER / STATE

LIST AGES OF DEPENDENTS NOT LISTED BY OTHER APPLICANT (Exclude Self)

BIRTH DATE

HOME PHONE

CELL PHONE

BUSINESS PHONE/ EXT.

PRESENT ADDRESS (Street - City - State - Zip)

4200 Arlington
Richton Park, IL☐ OWN ☒ RENT

YEARS AT THIS ADDRESS

PREVIOUS ADDRESS (Street - City - State - Zip)

135 Grace
Steger, IL☐ OWN ☐ RENT

YEARS AT THIS ADDRESS

COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE:

☐ MARRIED ☐ SEPARATED ☒ UNMARRIED (Single - Divorced - Widowed)**Employment/Income**

NAME AND ADDRESS OF EMPLOYER

CTA

567 W Lake St
Chicago, IL

TITLE/GRADE

Switchman

START DATE

11-17-03

HOURS AT WORK

8

SUPERVISOR'S NAME

T. McCollom

IF SELF EMPLOYED, TYPE OF BUSINESS

NOTICE: ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.

EMPLOYMENT INCOME

OTHER INCOME

\$68,500 PER ANNUAL

\$ PER

☐ NET ☐ GROSS

SOURCE

MILITARY: IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR? ☐ YES ☐ NO

WHERE

ENDING/SEPARATION DATE

PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN FIVE YEARS

STARTING DATE

ENDING DATE

Other: ☐ Co-Applicant ☐ Spouse ☐ Other

NAME (Last - First - Initial)

ACCOUNT NUMBER

SOCIAL SECURITY NUMBER

DRIVER'S LICENSE NUMBER / STATE

LIST AGES OF DEPENDENTS NOT LISTED BY APPLICANT (Exclude Self)

BIRTH DATE

HOME PHONE

CELL PHONE

BUSINESS PHONE/ EXT.

E-MAIL ADDRESS

PRESENT ADDRESS (Street - City - State - Zip)

☐ OWN ☐ RENT

YEARS AT THIS ADDRESS

PREVIOUS ADDRESS (Street - City - State - Zip)

☐ OWN ☐ RENT

YEARS AT THIS ADDRESS

COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE:

☐ MARRIED ☐ SEPARATED ☐ UNMARRIED (Single - Divorced - Widowed)**Employment/Income**

NAME AND ADDRESS OF EMPLOYER

TITLE/GRADE

START DATE

HOURS AT WORK

SUPERVISOR'S NAME

IF SELF EMPLOYED, TYPE OF BUSINESS

NOTICE: ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.

EMPLOYMENT INCOME

OTHER INCOME

\$ PER

\$ PER

☐ NET ☐ GROSS

SOURCE

MILITARY: IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR? ☐ YES ☐ NO

WHERE

ENDING/SEPARATION DATE

PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN FIVE YEARS

STARTING DATE

ENDING DATE

Applicant Reference:		RELATIONSHIP	Other Reference:		RELATIONSHIP
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU		HOME PHONE	NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU		HOME PHONE

What You Owe	CREDITOR NAME OTHER THAN THIS CREDIT UNION (Attach additional sheet(s) if necessary)	INTEREST RATE	PRESENT BALANCE	MONTHLY PAYMENT	OWED BY	
					Applicant	Other
<input checked="" type="checkbox"/> RENT <input type="checkbox"/> FIRST MORTGAGE (Include Tax and Ins.)			\$ 0	\$ 15.75	<input checked="" type="checkbox"/>	
2nd MORTGAGE			\$	\$		
1st AUTO LOAN			\$	\$		
2nd AUTO LOAN			\$	\$		
CHILD-CARE			\$	\$		
CHILD SUPPORT			\$	\$		
CREDIT CARD	Capital one	24.9	\$ 130.00	\$ 25.00		
CREDIT CARD			\$	\$		
OTHER			\$	\$		
OTHER			\$	\$		
LIST ANY NAMES UNDER WHICH YOUR CREDIT REFERENCES AND CREDIT HISTORY CAN BE CHECKED:			TOTALS	\$	\$	

What You Own	LIST LOCATION OF PROPERTY OR FINANCIAL INSTITUTION	MARKET VALUE	PLEGGED AS COLLATERAL FOR ANOTHER LOAN			OWNED BY	
			YES	NO	Applicant	Other	
HOME		\$		YES	NO		
AUTO		\$		YES	NO		
SAVINGS		\$		YES	NO		
CHECKING	Bank of America	\$		YES	NO		
OTHER (Describe)		\$		YES	NO		

Other Information About You	IF YOU ANSWER "YES" TO ANY QUESTION OTHER THAN #1, EXPLAIN ON AN ATTACHED SHEET		APPLICANT		OTHER	
			YES	NO	YES	NO
	1. ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?					
	2. DO YOU CURRENTLY HAVE ANY OUTSTANDING JUDGMENTS OR HAVE YOU EVER FILED FOR BANKRUPTCY, HAD A DEBT ADJUSTMENT PLAN CONFIRMED UNDER CHAPTER 13, HAD PROPERTY FORECLOSED UPON OR REPOSSESSED IN THE LAST 7 YEARS, OR BEEN A PARTY IN A LAWSUIT?					
	3. IS YOUR INCOME LIKELY TO DECLINE IN THE NEXT TWO YEARS?					
	4. ARE YOU A CO-MAKER, CO-SIGNER OR GUARANTOR ON ANY LOAN NOT LISTED ABOVE? FOR WHOM (Name of Others Obligated on Loan):					
		TO WHOM (Name of Creditor):				

State Law Notices	OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.	copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened. (2) Please sign if you are not applying for this account or loan with your spouse. The credit being applied for, if granted, will be incurred in the interest of the marriage or family of the undersigned.
	WISCONSIN RESIDENTS ONLY: (1) No provision of any marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a	

Signatures	
You promise that everything you have stated in this application is correct to the best of your knowledge and that the above information is a complete listing of what you owe. If there are any important changes you will notify us in writing immediately. You authorize the Credit Union to obtain credit reports in connection with this application for credit and for any update, renewal or extension of the credit received. You understand that the Credit Union will rely on the information in this application and your credit report to make its decision. If you request, the Credit Union will tell you the name and address of any credit bureau from which it received a credit report on you. It is a crime to willfully and deliberately provide incomplete or incorrect information in this application.	
<div style="border: 1px solid black; padding: 5px;">X <i>LaTasha Stenger</i> (SEAL) 1-9-17</div> <div>APPLICANT'S SIGNATURE DATE</div>	<div style="border: 1px solid black; padding: 5px;">X (SEAL)</div> <div>OTHER SIGNATURE DATE</div>

For Credit Union Use Only

DATE 1-9-17	APPROVED DENIED (Adverse Action Notice Sent)	APPROVED LIMITS: \$	SIGNATURE	LINE OF CREDIT \$	OTHER \$	OTHER \$	DEBT RATIO/SCORE BEFORE AFTER
LOAN OFFICER COMMENTS:							
SIGNATURES: X <i>Michael Taylor</i> 1-9-17 X <i>LaTasha Stenger</i>							
DATE							

EXHIBIT D

Loan and Security Agreements
and Disclosure Statement

Latoya Strider
4200 Arlington Dr.
Richton Park, IL 60475

Borrower 2 Name (and address if different from Borrower 1)

TRUTH IN LENDING DISCLOSURE 'e' means an estimate

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit is
8 %	\$ 1,892.99	\$ 14,031.38	\$ 16,824.49	\$
Filing Fees	Non-Filing Insurance			\$ which includes your downpayment of
\$	\$			\$

Prepayment: If you pay off early you will not have to pay a penalty. Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.

Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the Credit Union. If you get the insurance from us, you will pay \$

Late Charge:

Your Payment
Schedule will be:

Number of Payments

Amount of Payments

When Payments Are Due

36

467.35

3/1/17

Security: Collateral securing other loans with the Credit Union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the Credit Union; and the property described below:

Collateral Property/Model/Make Year I.D. Number Type/Lien Amount Value Key Number

KIA SORENTO

2011

5XYKTD A26BG145841

*CAR TITLE RELEASED After 7,500.00 PAID Cyber Hill

Other (Describe):

Pledge of Shares \$ 1,000

in Account Number

4732

\$

in Account Number

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, AND ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE.

ITEMIZATION OF THE AMOUNT FINANCED

IF AN AMOUNT IS MARKED WITH AN ASTERISK (*), WE WILL BE RETAINING A PORTION OF THE AMOUNT.

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
\$ 14,031.38	\$ 0	\$ 14,031.38	\$
Amount Paid to Others on Your Behalf	\$ To	\$ To	\$ To

LOAN AGREEMENT continued on reverse side

☐ CONSUMERS' CLAIMS AND DEFENSES NOTICE — IF CHECKED, SEE REVERSE SIDE FOR NOTICE

In this Loan Agreement ("Agreement"), all references to "Credit Union," "we," "our," or "us," mean the Credit Union whose name appears on this document and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "you" or "your" mean each person who signs, or otherwise authenticates, this Agreement as a borrower.

1. Promise to Pay: You promise to pay \$ 14,031.38 to the Credit Union plus interest on the unpaid balance until what you owe has been repaid. For fixed rate loans the interest rate is 8 % per year. 2. These Agreements are governed by the laws of Illinois

3. Collection Costs: You promise to pay, subject to applicable law, all costs of collecting what you owe under this Agreement and all costs of realizing on any security for the Agreement, including court costs, collection agency fees and reasonable attorney fees. We may enter into a contingent or hourly fee arrangement with an attorney or collection agency and you agree that such an agreement is reasonable. This provision also applies to bankruptcy, appeals or postjudgment proceedings.

4. PAYMENTS — You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. You may prepay any amount without penalty. If you prepay any part of what you owe, you are still required to make the regularly scheduled payments, unless we have agreed to a change in the payment schedule. Because this is a simple interest loan, if you do not make payments exactly as scheduled, your final payment may be more or less than the amount of the final payment that is disclosed. If you elect credit insurance, we will either include the premium in your payments or extend the term of your loan. If the term is extended, you will be required to make additional payments of the scheduled amount, until what you owe has been paid. You promise to make all payments to the place we choose. If this loan refinances another loan we have with you, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner we choose.

5. LOAN PROCEEDS BY MAIL — If the proceeds of this loan are mailed to you, interest on this loan begins on the date the loan proceeds are mailed to you.

6. SECURITY FOR LOAN — This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans you have with us also secures this loan, unless the property is a dwelling. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts.

We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. For all borrowers: You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the Credit Union now and in the future. The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

7. DEFAULT — You will be in default under this Agreement if you do not make a payment of the amount required on or before the date it is due. You will be in default if you break any promise you made in connection with this loan or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is, unable to pay your bills and loans as they become due), or if you made any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.

SIGNATURES FOR LOAN AND SECURITY AGREEMENTS

13. NOTICE FOR ARIZONA OWNERS OF PROPERTY — It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty is \$1,000.

EXHIBIT E



Title Status Inquiry Result

VIN:	5XYKTDA26BG145841
Title Number:	14349698658
Application Number:	8067125994
Most recent title issuance:	12/15/2014
Type of title:	Original
Lienholder?	Yes
Multi-owner Yes/No?	No
Is better address needed for mailing?	No
Is vehicle tagged as rebuilt?	No
Is vehicle tagged as having flood damage?	No

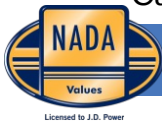
Lienholder is:
USAA FEDERAL SAVINGS BANK
P O BOX 25145
LEHIGH VALLEY, PA 18002

Please contact the nearest Secretary of State Facility or call the toll free number (1-800-252-8980) with any corrections.

[Get the Registration Status of this Vehicle](#)

[Check status of another vehicle](#)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE



Trunkett & Trunkett, PC

20 N Wacker Dr. #1434
Chicago, IL 60606
3123243101
kerry@trunkettlawpc.com

Vehicle Information

Vehicle: 2011 Kia Sorento Utility 4D LX AWD 3.5L V6
Region: Central
Period: August 18, 2017
VIN: 5XYKTD26BG145841
Mileage: 87,500
Weight: 0



NADA Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	\$10,925	N/A	N/A	\$10,925

Selected Options

	Trade-In/Loan w/body	Retail w/body
3rd Row Seat		